

## SUPERINTENDENT'S CONTRACT

THIS AGREEMENT is entered into this June 8, 2017, by and between the Board of Education of Breckinridge County Kentucky (hereinafter "Board"), and Nicholas Carter (hereinafter "Superintendent").

### - W I T N E S S E T H -

WHEREAS, this Agreement is made in accordance with and contingent upon the action of the Board as taken on June 8, 2017, whereby the Board voted to employ Nicholas Carter as Superintendent of the Breckinridge County School District in accordance with the provisions set forth herein; and

WHEREAS, the parties agree that the Superintendent shall perform the duties of the Superintendent of the Breckinridge County School District ("District") as prescribed by the laws of the Commonwealth of Kentucky and by the policies and procedures of the Board of Education of Breckinridge County, Kentucky.

NOW THEREFORE, the Board and Superintendent agree as follows:

1. Term: The term of this Agreement shall commence on July 1, 2017, and terminate on June 30, 2021, unless terminated sooner under the provisions of paragraph 5 of this Agreement. The Board shall take action and notify the Superintendent in writing no later than April 1, 2021, concerning the renewal or non-renewal of this Agreement.

2. Professional Certification and Responsibilities of Superintendent:

a. Certification: The Superintendent shall furnish throughout the life of this Agreement a valid and appropriate certificate to act as superintendent in the Commonwealth of Kentucky.

b. Acknowledgement of Good Health: The Superintendent represents and acknowledges to the Board and as an inducement for the Board to employ him as Superintendent, that to the best of his knowledge and belief, he has no medical, physical, or mental disability, nor a previous drug or alcohol problem which would impair his ability to perform his duties as Superintendent.

The Superintendent further agrees to have a comprehensive medical examination during the time period from June 15, 2017 and August 15, 2017, and annually thereafter. The Superintendent agrees to direct that the physician performing said examination certify as to the physical and mental competency of the Superintendent which certificate shall be filed with the clerk or secretary of the Board and treated as confidential information by the Board. The cost of said medical examination and certificate is to be borne by the Board less the amount paid by insurance.

c. Contract Days: This Agreement requires the services of the Superintendent for two hundred forty (240) days per year.

d. Duties: The Superintendent agrees to perform well and faithfully the duties of superintendent and to serve as chief executive agent of the Board, having such powers and duties as may be prescribed by law or by the Board from time to time. It is understood and agreed that the Superintendent, as chief executive officer of the Board,

shall be in charge of District affairs, and the Board, individually and collectively, will refer matters before the Board to the Superintendent for study and recommendation. However, this referral shall not prevent the Board from taking action on matters before the Board if the Board desires.

e. Outside Activities: The Superintendent agrees to devote the Superintendent's time, skill, labor and attention to said employment during the term of this Agreement. However, the Superintendent, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations which do not impede or conflict with the Superintendent's duties, and will make the Board aware of such engagements.

3. Compensation and Fringe Benefits:

a. Salary: The annual salary paid to the Superintendent during the first year of this Agreement shall be One Hundred Seventeen Thousand, Five Hundred Dollars (\$117,500), to be paid in equal monthly installments on the same pay schedule as all other certified employees. The salary in each subsequent year shall not be less than the salary paid in the preceding year, and the Superintendent shall receive in each subsequent year the same annual District average percent increase provided by the Board to other certified employees of the District.

b. Annual Leave: The Superintendent shall receive twenty (20) days of paid annual leave per year pursuant to KRS 160.291(4). Pursuant to KRS 161.540(1)(d), the Superintendent may accumulate a maximum of thirty (30) days of unused annual leave to be considered as part of the Superintendent's annual compensation package. The

Superintendent may cash in any unused annual days yearly, not to exceed ten (10) days, if he so wishes. The Superintendent will show documentation of days used to the Board upon request.

c. Sick and Personal Days: The Superintendent shall be entitled to ten (10) days of paid leave per year for illness, which may accumulate without limit, three (3) paid days per year for personal reasons, and three (3) days per year for emergency leave as defined by Board policy not to be deducted from sick leave.

d. Retirement Benefits: The Board shall reimburse the Superintendent for his required contribution to the Kentucky Teachers' Retirement System (KTRS) or shall pay for his benefit the required contribution directly to KTRS at the Superintendent's election.

e. Expenses: The Board shall reimburse the Superintendent for Board-related travel outside the District in accordance with Board policy.

f. Professional Meetings: The Superintendent may attend appropriate professional meetings and conferences at the local, regional, and state level and one (1) national level event annually at the Superintendent's choice to be approved by the Board in advance. The Board shall reimburse the Superintendent for actual expenses incurred in carrying out the Superintendent's professional activities when an authorized statement is submitted to and approved by the Board. In consideration of the irregular work schedule and significant time demands of the office of Superintendent, the Board shall reimburse the cost of the Superintendent's spouse accompanying the Superintendent one time per year to a professional activity attended by the Superintendent.

g. Doctorate in Education: The Superintendent's annual salary shall be automatically increased by Two Thousand Dollars (\$2,000) upon his receipt of a Doctorate in Education.

h. Professional and Civic Dues: The Board shall, by direct payment or reimbursement, pay the professional and civic dues for the Superintendent's memberships in the Kentucky Association of School Superintendents (KASS), Kentucky Association of School Administrators (KASA), and the American Association of School Administrators (AASA) annually without additional Board approval.

4. Annual Evaluation: The Board shall annually provide the Superintendent with an evaluation pursuant to KRS 156.557 and 704 KAR 3:370, with periodic opportunities to review and discuss Superintendent/Board relationships and the Superintendent's personnel records and performance at reasonable times as set by the Board.

5. Termination of Employment Agreement:

a. Mutual Agreement: The parties may terminate this Agreement by mutual agreement evidenced in writing by both parties.

b. For Cause: The Parties recognize the authority of the Board to discharge the Superintendent from his position for cause as set forth under state or federal law or other Board policies or regulations.

The parties additionally acknowledge and recognize that the Superintendent is viewed by students, teachers, administrators and the community as a role model and that as such the Board expects the Superintendent not to violate any statutory law regarding

the use of intoxicating beverages, controlled substances, or any other conviction of a statutory criminal offense with the exception of routine traffic violations. To the extent that the Superintendent is convicted of any such offense under any court in any state of competent jurisdiction, the Board may by a four-fifths (4/5) vote of its members discharge the Superintendent from his employment without any further obligation to compensate him or provide other benefits under this Agreement.

The Superintendent by execution of this Agreement acknowledges and understands that this provision holds him to a stricter standard of conduct than otherwise provided by law, and he voluntarily waives any defense he might otherwise have at law as to the Board's authority to terminate his employment under this provision. He further waives any and all claims for any relief that he may have arising from the Board's action under this provision. It is clearly understood that the Board's remedy under this section is established as a contractual right to which the Superintendent voluntarily agrees.

c. Death: The Superintendent's death shall terminate this Agreement and shall terminate the Superintendent's rights to all salary, compensation, and fringe benefits effective as of the date of such death.

d. Permanent Disability: The Superintendent shall be deemed to be "permanently disabled" or shall be deemed to be suffering from a "permanent disability" under the provisions of this Agreement if a physician selected by the Board provides a written opinion that the Superintendent will be permanently (or for a continuous period of 12 calendar months) unable to substantially perform the usual and customary duties of the Superintendent's employment. During any period in which the Superintendent is

unable to substantially perform the usual and customary duties of his position but is not "disabled" under this subsection, he shall be entitled to utilize accumulated sick leave, but the Board shall have no further obligation to him. In the event the Superintendent becomes "permanently disabled" then his employment and all rights to compensation and fringe benefits shall terminate effective as of the date of such disability determination.

6. Indemnity: The Board agrees that to the extent insurance or similar coverage is afforded to the Board, the Board shall defend, hold harmless, and indemnify the Superintendent from all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and employee of the District provided same arose while the Superintendent was acting within the scope of his employment. If in the good faith opinion of the Superintendent a conflict exists regarding the defense to such claim between the legal position of the Superintendent and the legal position of the Board and/or District, the Superintendent may engage counsel in which event the District shall indemnify the Superintendent for the cost of the legal defense to the extent that insurance or similar coverage is afforded to cover same.

7. Savings Clause: If, during the term of this Agreement, a specific clause of the Agreement is determined to be illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force.

WITNESS OUR HANDS the day and date first above written.

By:   
Nicholas Carter, Superintendent

Board of Education of Breckinridge County, Kentucky

By:   
Tonia Saettel, Chairperson



The Breckinridge County Board of Education met for a regular meeting on Thursday, June 8, 2017 at 4:30 p.m. local time at the Board of Education Central Office.

#289. CALL TO ORDER

Chairperson Tonia Saettel called the meeting to order.

#290. ROLL CALL

The following members were present: Mrs. Vanessa Lucas, Mrs. Tonia Saettel, Mrs. Joy Campbell, Mr. Jeremy Mattingly, and Mr. Rick Taylor.

#291. ROUTINE CONSENT ACTIONS

- A. Approve minutes – Special called meeting minutes May 11, 2017, May 18, 2017, and June 1, 2017
- B. Approve treasurer's orders
- C. Approve payment of bills
- D. Approve Bond of Depository with First State Bank
- E. Approve board members to attend KSBA's 2017 Summer Leadership Institute July 7-8, 2017 in Lexington, KY

Moved by Mrs. Campbell and seconded by Mrs. Lucas to approve routine consent actions.

All members voted aye.

#292. STUDENT PRESENTATION AND/OR RECOGNITION

Dr. Meeks took a moment to thank everyone for their effort and support during her tenure.

No action required by the board.

#293. HEAD START REPORT

Head Start Director Jarrod Brockman stated that the program recently celebrated their graduates and wished their returning students a great summer. He also noted that management has begun the process of reviewing and revising all of the program's policies and procedures to align with the new performance standards.

No action required by the board.

#294. APPROVE CERTIFIED EVALUATION PLAN

Moved by Mrs. Campbell and seconded by Mr. Taylor to approve the Certified Evaluation Plan.

All members voted aye.

#295. APPROVE LEAVE OF ABSENCE FOR BRANDI ALEXANDER FOR THE 2017-2018 SCHOOL YEAR

Moved by Mrs. Lucas and seconded by Mrs. Campbell to approve leave of absence for Brandi Alexander for the 2017-2018 school year.

All members voted aye.

#296. REVIEW AND DISCUSS DISTRICT IMPROVEMENT PLAN IMPLEMENTATION AND IMPACT CHECK

Instructional Supervisor Kathy Gedling presented and reviewed with the Board the District's Improvement Plan. The plan covered components related to the district's K-Prep proficiency goal, Gap goal, and Graduation Rate goal.

No action required by the board.

#297. APPROVE DISTRICT COMPREHENSIVE IMPROVEMENT PLAN ASSURANCES FOR THE 2017-2018 SCHOOL YEAR

Moved by Mr. Taylor and seconded by Mr. Mattingly to approve District Comprehensive Improvement Plan Assurances for the 2017-2018 school year.

All members voted aye.

#298. UPDATE ON IES AND HES CONSTRUCTION

Sherman Carter Barnhart architect Kenny Stanfield provided a brief update on construction at Irvington and some pictures of the building.

No action required by the board.

#299. APPROVE BG-1 FOR THE WORK READY AREA TECHNOLOGY CENTER PROJECT

Moved by Mr. Mattingly and seconded by Mr. Taylor to approve BG-1 for the Work Ready Area Technology Center Project.

All members voted aye.

#300. APPROVE LETTER OF ENGAGEMENT FOR CONTINUED USE OF ENGLISH, LUCAS, PRIEST, AND OWSLEY

Moved by Mrs. Lucas and seconded by Mrs. Campbell to approve letter of engagement for continued use of English, Lucas, Priest, and Owsley.

All members voted aye.

#301. APPROVE OUT OF ATTENDANCE AREA REQUEST

Moved by Mrs. Campbell and seconded by Mrs. Lucas to table the order for a later meeting.

All members voted aye.

#302. APPROVE FIRST READING OF ANNUAL POLICY/PROCEDURE UPDATE

Moved by Mrs. Campbell and seconded by Mr. Taylor to approve the first reading of the annual policy/procedure update.

All members voted aye.

#303. APPROVE OUT OF STATE FIELD TRIP FOR BCMS SCIENCE CLUB TO TAMPA, FLORIDA SCHEDULED FOR JUNE 26-30, 2017 UTILIZING DISTRICT TRANSPORTATION TO LOUISVILLE AIRPORT

Moved by Mrs. Campbell and seconded by Mr. Mattingly to approve out of state field trip for BCMS Science Club to Tampa, Florida scheduled for June 26-30, 2017 utilizing district transportation to Louisville Airport.

All members voted aye.

#304. COMMUNICATIONS

A. Acknowledgment of Personnel Actions (all personnel actions are subject to all completed paperwork, certifications, etc.)

1. employed:

- a) Molly Fackler as K-5 teacher @ CES effective July 1, 2017
- b) Lisa Davis as ESS aide for Tiger Camp
- c) Sarah Carter as ESS summer school teacher @ BCHS
- d) Buddy Macy as ESS summer school building coordinator and teacher @ BCHS
- e) Neill Brooks, Loretta French, Evie Willoughby, and Regina Spurlock as ESS summer school bus drivers
- f) Sandy Critchelow as ESS aide
- g) Marlene Cromis as ESS summer school bus monitor
- h) Casey Phelps as science teacher @ BCHS effective July 1, 2017

2. resignation(s):
  - a) Patrick Belding as elementary music teacher effective at the end of the 2016-2017 school year
3. retirement(s):
  - a) Kathy Tabor as music teacher @ BCHS effective July 1, 2017
4. transfer(s):
  - a) Jasmyn Reynolds from teacher @ BJES to curriculum specialist @ IES effective July 1, 2017

No action required by the Board.

#305. BCEA/BCESP REPRESENTATIVES

BCEA representative John Whipple on behalf of all BCEA members thanked Dr. Meeks for her service to Breckinridge County schools.

No action required by the Board.

#306. SUPERINTENDENT'S REPORT

Dr. Meeks reminded board members of the special-called meeting June 29, 2017 to close out the 2016-2017 fiscal year.

No action required by the Board.

#307. APPROVE ENTERING INTO CONTRACT WITH NEW SUPERINTENDENT

Moved by Mrs. Lucas and seconded by Mr. Taylor to approve entering into a contract to employ Nick Carter as Superintendent with a four year contract to begin July 1, 2017, and expire on June 30, 2021. A copy of the Superintendent's Contract is on file.

All members voted aye.

#308. ADJOURNMENT

Moved by Mr. Taylor and seconded by Mr. Mattingly to adjourn Board meeting.

All members voted aye.

